AMENDMENT OF SOLICIT	ATION/MODIF	ICATION OF CONTRACT		I. CONTRA	J		1 I	F PAG
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.				CT NO	O.(If applica	
0001	14-May-2004	W31RYO-3310-5247						
6. ISSUED BY CODE	W912DY	7. ADMINISTERED BY (If other than item 6)			CODE			
US ARMY ENGINEERING & SUPPORT CENTER CEHNC-CT 4820 UNIVERSITY SQUARE HUNTSVILLE AL 35816-1822		See Item 6						
8. NAME AND ADDRESS OF CONTRACTOR	(No., Street, County, Stat	e and Zip Code)	Х	9A. AMENI W912DY-0	OMENT OF S 4-T-0004	OLIC	ITATIO	N NC
				9B. DATED 23-Apr-200	(SEE ITEM 14	11)		
				_	OF CONTRA		RDER N	1O.
CODE	E CH IEV COD		ŀ	10B. DATE	D (SEE ITEN	A 13)		
CODE 1	FACILITY COD	E	ITA7	ΓIONS				
X The above numbered solicitation is amended as set forth			_	is extended,	X is not e	xtended	i.	
or (c) By separate letter or telegram which includes a ref RECEIVED AT THE PLACE DESIGNATED FOR THI REJECTION OF YOUR OFFER. If by virtue of this am provided each telegram or letter makes reference to the s	E RECEIPT OF OFFERS PRIC tendment you desire to change olicitation and this amendmen	OR TO THE HOUR AND DATE SPECIFIED MAY an offer already submitted, such change may be may	Y RES	SULT IN telegram or lett				
12. ACCOUNTING AND APPROPRIATION DA	TA (If required)							
		O MODIFICATIONS OF CONTRACTS/ CT/ORDER NO. AS DESCRIBED IN ITE						
A. THIS CHANGE ORDER IS ISSUED PURS CONTRACT ORDER NO. IN ITEM 10A.					ADE IN THE	3		
B. THE ABOVE NUMBERED CONTRACT/O office, appropriation date, etc.) SET FORTH C. THIS SUPPLEMENTAL AGREEMENT IS	IN ITEM 14, PURSUA	NT TO THE AUTHORITY OF FAR 43.10			as changes in	payin	g 	
D. OTHER (Specify type of modification and at								
B. OTTIER (Specify type of mounication and ac	athority)							
E. IMPORTANT: Contractor is not,	is required to sign	n this document and return	cop	ies to the issu	uing office.			
 14. DESCRIPTION OF AMENDMENT/MODIFIC where feasible.) 1. This amendment is issued to make minor show that degrees held by instructors must r Paragraph 3.3.1) Appendix A is corrected to 	changes and/or correctelate to one or more of	tions to the statement of work. Educat	tion r	requirement	is corrected			
2. Clause 52.212-2, page 14 of Solicitation is changed to read, "Factor 6 is somewhat less			ant t	he combina	tion of" is			
Except as provided herein, all terms and conditions of the docu	ument referenced in Item 9A or	r 10A, as heretofore changed, remains unchanged an	nd in f	ull force and ef	fect.			
15A. NAME AND TITLE OF SIGNER (Type or p		16A. NAME AND TITLE OF CON				or prir	ıt)	
		TEL:		EMAIL:				
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERI	ſСА			16C.	DATE S	IGNE
	_	BY				13-l	May-200)4
(Signature of person authorized to sign)		(Signature of Contracting Office	cer)				, ,	

30-105-04

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

The following have been modified:

EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

- 1. NOTE: All references to FFP mean Firm Fixed-Price.
- 2. This procurement is a commercial item procurement conducted under FAR Subpart 13.5. Funds are available. This solicitation document and incorporated provisions are those in effect thru Federal Acquisition Circular 2001-20.
- 3. NOTE. In accordance with FAR 212-1, Instructions to Offerors of Commercial Items, substitute "Quotation" or "Quoter" whenever the term "Offer" or "Proposal" is used.
- 4. Only one award will be made as a result of this Request for Quotation. Quoters must offer on all items in the schedule to be acceptable for award.
- 5. The contracting officer has reasonable discretion to delete from the price evaluation the quoter's proposed price for the dry run and/or post award meeting, depending on the Contracting Officer's assessment of the vendor's qualifications as reflected in the quotation on whether such services will be needed from the quoter if selected for award. If one or both costs are deleted during the preaward evaluation, and such a vendor is selected for award, the prices will not be reflected in the contract.
- 6. Quotation Submission Instructions:
 - a. NO faxed and NO electronic submissions shall be accepted.
- b. Quoters shall submit the following documents with their quote.

VOLUME I

- □ Signed SF1449
- □ Price Proposal (Pages 3 12 of RFQ)
- Representations and Certification (FAR 52.212-3, pages 14 22 of RFQ.

VOLUME II

- Technical Proposal.
- □ Provide sufficient information to allow for technical evaluation in strict conformance with clause FAR 52.212-2 Evaluation Commercial Items.
- □ Provide Past Performance information in the specified format, per clause FAR 52.212-2 Evaluation Commercial Items.
- 7. Quoter shall submit their quote by the date and time shown on this RFQ, Page 1, Block 8, in order to be considered for award. Quoters shall submit their quote, via U.S. Mail or other Commercial carrier to the following address:
 - U.S. Army Engineering and Support Center, Huntsville 4820 University Square

ATTN: Mrs. Nadine Maack, CEHNC-CT-P Huntsville, Alabama 35816-1822

The RFQ number should be displayed on the outside of your package.

8. Inquiries should be directed to Ms. Nadine Maack, Contract Specialist, Myra.N.Maack@hnd01.usace.army.mil, or faxed to 256-895-1197, ATTN: Nadine Maack. No telephonic requests or questions will be honored. As appropriate, answers concerning the solicitation will be issued as an amendment and will become a part of the solicitation.

STATEMENT OF WORK SECTION C

STATEMENT OF WORK CONFLICT MANAGEMENT AND DISPUTE RESOLUTION

1.0 COURSE INFORMATION:

- 1.1 PURPOSE: This course is designed to convey the knowledge and hands-on experience which makes dispute prevention and resolution a part of each Corps of Engineers manager's tool kit for effective decision-making. The skills developed in this course are applicable to every aspect of the work of the Corps. Accordingly, managers from all disciplines within the Corps will find the insights gained in this course helpful in carrying out their responsibilities. The course enables managers to address the types of conflict encountered in project management, regulatory functions, negotiating local cooperative agreements, managing operations and finances, base closure, and in the Superfund/DERP responsibilities of the Corps. Course participants learn about the variety of Alternative Dispute Resolution (ADR) techniques and how to head off potential disputes or mitigate conflicts when they occur. This course is relevant to managers in all divisions within Major Subordinate Commands including, but not limited to, operations, construction operations, planning, engineering, personnel, real estate, resource management, and equal employment opportunity.
- 1.2 DESCRIPTION: Topics covered are (a) overview of major conflict situations across Corps programs; (b) how to identify the types of and reasons for disputes; (c) assessing the point in the "Life Cycle of Conflict" most beneficial for intervention; (d) a continuum of Alternate Dispute Resolution (ADR)

techniques; (e) use of third parties in Dispute Resolution; (f) how to create "win-win" outcomes; (g) how and when to use ADR techniques; 9h) planning to avoid and/or decrease litigation costs; (i) understanding the negotiator mediator, conciliator, and facilitator roles; (j) strategies of coalition building; (k) how to reach consensus; (l) what are negotiation and bargaining? What are the differences between positional and interest-based negotiations and when should they be used?; (m) fact-finding skills; (n) dealing with values; and (o) using communication skills of active listening and applying group process techniques to managing disputes.

2.0 CONTRACTOR'S REQUIREMENTS AND TASKS:

- 2.1 The contractor shall initiate, within five (5) working days after contract award, arrangements for a one-day meeting with the government to discuss in detail the expected services/supplies to be delivered and the due dates. The meeting will be held in Huntsville, AL. Contractor representation shall be limited to two (2) personnel. The government has the option of changing this meeting to a telephonic meeting or deleting this requirement.
- 2.2 The contractor shall conduct a one-day dry run in Huntsville, AL, approximately three (3) calendar weeks before the first session. All instructors shall be present. The dry run is a condensed version of what will be taught in the classroom. Instructors shall demonstrate through teaching and lecture, the material they intend to cover in the course. Platform skills, teaching methodology, and content will be observed and reviewed. The government has the option to delete this meeting.
- 2.3 The contractor shall develop/revise/update student course materials and instructor teaching materials as specified below and administer and teach as specified in the attached appendix.
 - 2.3.1 Course materials to be revised, reproduced and furnished include:
 - Schedule of Instruction
 - Instructor's Lesson Plans
 - Tests for Measurement of Student Achievement (Pretest & Posttest)
 - Student Course Manual with supportive/supplemental reference materials
 - Visual Aids (paper copies and actual visual aid)
 - 2.3.1.1 The contractor shall revise the Schedule of Instruction (SOI).
 - 2.3.1.1.1 The SOI shall be a chronological listing of the major subjects and sub-subjects to be taught in the course and become the basis for development of other course data. The SOI shall be utilized as the control document for the actual conduct of the training course. The class day shall run from 8:00 a.m. until 5:00 p.m., Monday Thursday, with a one-hour lunch period and appropriate breaks, and 8:00 a.m. 12:00 noon on Friday.
 - 2.3.1.1.2 A draft SOI shall be delivered to the government at the post award meeting. The SOI will be reviewed and approved (with comments, if needed) by the government at the post award meeting.
 - 2.3.1.1.3 The final SOI shall be delivered to the government on the course start date.
 - 2.3.1.1.4 The approved SOI shall be published as a part of the student training course manual and shall not be changed or deviated from without concurrence of the government.

- 2.3.1.1.5 Courses projected for FY05 FY08 shall be taught utilizing the SOI as revised in FY04.
- 2.3.1.2 The contractor shall revise the Instructor's Lesson Plans (ILPs).
 - 2.3.1.2.1 The ILPs shall be revised from the approved SOI.
 - 2.3.1.2.2 The ILPs shall serve as the instructor's primary guide for topic sequencing, objective accomplishment, and presentation detail during the conduct of the training course.
 - 2.3.1.2.3 The ILPs shall include all subjects with the necessary information to support the objectives. Sufficient detail shall be provided to lead the instructor smoothly and comprehensively through all portions of each planned presentation without the possibility of any regressions or omissions of any planned information.
 - 2.3.1.2.4 A delivery date for draft/final ILPs will be established at the post award meeting.
 - 2.3.1.2.5 Courses projected for FY05 FY08 shall be taught utilizing the ILPs as revised in FY04.
- 2.3.1.3 The contractor shall revise the tests for measurement of student achievement (pretest and posttest)
 - 2.3.1.3.1 The criterion referenced pretest and posttest shall contain not more than twenty-five (25) identical, multiple-choice questions. Each multiple-choice question shall contain a stem, a correct response, and three viable distracters, labeled A., B., C., and D. Responses and distracters such as "none of the above" and "all of the above" shall not be used. A proportionate number of test items shall be from each subject area and shall be directly related to the subjects' objective. Correct response shall be balanced between the four possible letter alternatives.
 - 2.3.1.3.2 An individual, closed-book pretest shall be given at the beginning of the course to assess the background knowledge of the students and establish a baseline for measurement of objective accomplishment. The test items on the pretest shall be arranged in the presented subject sequence. The pretest shall not be critiqued.
 - 2.3.1.3.3 An individual, closed-book posttest shall be given at the conclusion of all instruction to measure the objective accomplishment. The test items on the posttest shall be rearranged. The posttest shall be critiqued. Time shall be allowed on the SOI for this feedback to the student and instructors.
 - 2.3.1.3.4 A delivery date for the pretest and posttest, with answers, will be established at the post award meeting.
 - 2.3.1.3.5 Courses projected for FY05 FY08 shall be taught utilizing the tests as revised in FY04.

- 2.3.1.3.6 The government will conduct the item array of the pretest and posttest and furnish the results to the contractor.
- 2.3.1.4 The contractor shall revise the student training course manual and supporting materials.
 - 2.3.1.4.1 The manual shall supplement the instruction. It shall provide the student with clear, concise study materials required to accomplish the objectives. The manual shall be provided to each student to be used during the training course as a study guide, and subsequently, as a reference manual.
 - 2.3.1.4.2 The manual shall consist of, as a minimum, the approved schedule of instruction, biographical sketches of the instructional staff and pertinent technical references. Textbooks, technical manuals, handouts, etc., used in this course, are considered to be a part of the training manual.
 - 2.3.1.4.2.1 Each subject shall have a separate tab marked.
 - 2.3.1.4.2.2 The manual shall not be marked with any company/corporate logo.
 - 2.3.1.4.2.3 The manual shall not contain any copyrighted material. . All materials developed/utilized in this course shall be governed by DFARS 252.227-7020..
 - 2.3.1.4.2.4 The government will furnish the student training course manual front cover to the contractor for reproduction.
 - 2.3.1.4.2.5 A delivery date for the draft/final course manual will be established at the post award meeting.
 - 2.3.1.4.2.6 The contractor shall provide each student a copy of the manual on the first day of class. Additionally, the contractor shall furnish a copy of any supplemental materials used in conducting the course. Two sets of this manual and supplemental materials shall be provided to the government not later than five (5) days after the end of the first session of the course. Also, excess copies shall be returned to the government not later than five (5) working days after the end of each course session. Students shall not receive extra copies of the manual or supporting materials. Failure to return excess material may result in payment being withheld.
 - 2.3.1.4.2.7 Courses projected for FY05 –FY08 shall be taught utilizing the course manual as revised in FY04.
- 2.3.1.5 The contractor shall revise audio-visual aids (AVs).
 - 2.3.1.5.1 AVs shall be an extension of the instructor's communication skills, cause direct involvement in the instruction and teach the objectives.

- 2.3.1.5.2 AVs shall not be copies of the instructor lesson plans or of the student training course manual. Lettering on these AVs shall be at least 1/4" high.
- 2.3.1.5.3 A delivery date for the draft/final AVs shall be established at the post award meeting.
- 2.3.1.5.4 The master copy (paper and actual AV) of the AVs shall be delivered to the government not later than 5 days after the end of the last session. These masters shall provide the government with the capability to duplicate copies for use in follow-on courses.
- 2.3.1.5.5 The AVs shall not contain any copyrighted materials. All AVs developed/utilized in this course shall be governed by DFARS 252.227-7020.
- 2.3.1.5.6 The contractor shall notify the government at the post-award meeting of AV equipment required in the classroom.
- 2.3.1.5.7 Courses projected for FY05 –FY08 shall be taught utilizing the AVs as revised in FY04.

3.0 CONTRACTOR'S INSTRUCTOR TEAM/SUPPORTIVE REQUIREMENTS

- 3.1 The contractor will provide (other than those provided by the government) all services, personnel, materials, audiovisual aids, training aids and travel and lodging for their instructional supportive personnel.
- 3.2 The contractor shall furnish, administer, and interpret the results of "The Strength Deployment Inventory" for each student in order to identify individual personality style and their influence on the dispute resolution process.
- 3.3 The contractor will provide a team of two (2) instructors (including one lead and one assistant instructor) that have experience in administering and instructing short courses of instruction. Instructors proposed to teach shall be delineated in the Request for Quotation (Proposal) and will be deemed "key personnel." Both instructors shall be present during the full 36 hours of instruction.
 - 3.3.1 Education: The lead instructor should possess an earned master's or graduate-level, e.g. J.D., degree from an accredited college or university which relates to one or more of the topics set forth in paragraphs 1.1 and 1.2 A bachelor's degree which relates to one or more of the topics set forth in a paragraph 1.2, plus 7 years of teaching experience in ADR-related topics can substitute for a masters degree. Provide copy of diploma and transcripts. The assistant instructor should possess an earned bachelor's degree from an accredited college or university with a major area of emphasis which directly relates to one or more of the topics set forth in paragraph 1.2. Provide a copy of diploma and transcripts.
 - 3.3.2 Working Experience: Each instructor should have a minimum of five years experience within the past eight years working with the disciplines called for in the Statement of Work, either in research and/or in a professional work setting. Six to eight (6-8) months of working experience will equal one year.
 - 3.3.3 Teaching Experience: Each instructor should have at least one course session per year for three of the past five years teaching and/or assisting in conducting courses/seminars

- related to the technical expertise called for in the Statement of Work. Teaching experience shall have involved instructing adult learners in a work-related rather than academic setting.
- 3.3.4 Personality Instrument: One instructor shall document certification to procure, administer, and interpret the "Strength Deployment Inventory" instrument.

4.0 CONTRACTORS ADMINISTRATIVE REQUIREMENTS:

- 4.1 The contractor will arrive at the class site the day before instruction starts to perform pre-course administrative requirements:
 - 4.1.1 Verify proper classroom set up.
 - 4.1.2 Obtain contractor shipped materials from facility storage and distribute in classroom.
- 4.2 Administer student registration. Each student is required to complete the government-furnished registration form. The contractor shall ensure all necessary information is entered on the form. The completed registration forms shall be delivered to the government not later than five (5) working days after the end of the session.
- 4.3 Administer classroom management. The contractor shall ensure all students are accounted for during class hours. If required, the contractor shall counsel students regarding tardiness, inattentiveness, and lapses of courtesy during lectures. Repetitive offenders shall be brought to the immediate attention of the government. A government-furnished attendance record form shall be utilized to record attendance. Attendance shall be checked in the early morning and immediately after lunch. Attendance record form shall be delivered to the government not later than five (5) working days after the end of the session
- 4.4 Administer pretest and posttest. Each student is required to complete the pretest and posttest. The pretest shall not be administered after instruction starts to late arrivals. The posttest shall not be administered before the conclusion of all instruction to any student for any reason. The contractor shall ensure all the personal information required on the pretest and posttest answer forms are complete. The student answer sheets shall be delivered to the government not later than five (5) working days after the end of the session.
- 4.5 Administer end-of-course evaluation. Each student is required to complete a government-furnished end-of-course evaluation. The contractor shall ensure all necessary student personal information is entered on the evaluation form. The contractor shall deliver the original, completed course evaluation forms to the government not later than five (5) working days after the end of the session. The government will furnish the contractor the computer-generated results of the evaluations.
- 4.6 Administer completion certificate. The contractor shall present the government-furnished U.S. Army Corps of Engineers Completion Certificate to each student meeting the completion requirements. For successful completion of the course, students must attend a minimum of 80% of class time and be present at the end of the class. Any absences from class must be excused. Typical examples of excused absences are illness and emergencies. Early departures for airline flights are not an excused absence. The student must also complete a registration form, complete the pretest and posttest, and complete the end-of—course evaluation. A student's failure to comply with any of the above will result in the certificate being withheld and forwarded to the government. When a certificate is withheld and forwarded to the government, a brief explanation of the circumstances shall accompany it. If the contractor is unsure whether to issue a completion certificate, they should call 256-895-7436 for clarification.

5.0 DELIVERABLES:

- 5.1 Schedule of Instruction (Para 2.3.1.1.2 2.3.1.1.3)
- 5.2 Instructor's Lesson Plans (Para 2.3.1.2.4)
- 5.3 Tests for measurement of student achievement (Para 2.3.1.3.4)
- 5.4 Student training course manual (to include supplemental materials) (Para 2.3.1.4.2.5)
- 5.5 Audio-Visual Aids (Para 2.3.1.5.3)

6.0 GOVERNMENT-FURNISHED MATERIALS AND EQUIPMENT

- 6.1 Registration forms
- 6.2 Test answer forms
- 6.3 Corps of Engineers certificates of completion
- 6.4 Desk name cards
- 6.5 Corps of Engineers 3-ring binders
- 6.6 End-of-course evaluation form
- 6.7 Attendance record form
- 6.8 Standard classroom equipment
- 6.9 Student training course manual front cover

7.0 SPECIAL INSTRUCTIONS AND EMPHASIS

- 7.1 The contractor is not authorized to dismiss any student prior to the scheduled conclusion of all instruction. Students who depart the class site prior to the scheduled conclusion of all instruction, for any reason, shall not be given their certificate of completion. Their certificate shall be given to the government with a note stating the departure time of the student.
- 7.2 Materials that are to be returned to the government after the session and/or after the entire course is completed, may be mailed at government expense. Mailing procedures will be provided to the contractor at the post award meeting.
- 7.3 In the event the post-award meeting is canceled, the deliverable due dates will be established by official letter.

APPENDIX A

- 1.1 COURSE TITLE: Conflict Management and Dispute Resolution
- 1.2 COURSE CONTROL NUMBER: 306
- 1.3 COURSE LENGTH: 36 Hours (4 ½ days)

1.4 NUMBER OF STUDENTS: 40 FY 04 - 35 FY 05-FY 08

1.5 SESSION NUMBER, DATES, AND LOCATION:

FY04 BASE YEAR

04-01	30 Aug – 03 Sep 2004	Norfolk, Virginia
FY05 OP	TION YEAR	

05-01	18-22 April 2005	Dallas/Ft. Worth, Texas
05-02	13-17 June 2005	San Francisco, California

FY06 OPTION YEAR

06-01	17-21 April 2006	Huntsville, Alabama
06-02	12-16 June 2006	Denver, Colorado

FY07 OPTION YEAR

07-01	16-20 April 2007	Norfolk, Virginia
07-02	16-20 July 2007	Huntsville, Alabama

FY08 OPTION YEAR

08-01	14-18 April 2008	Phoenix, Arizona
08-02	9-13 June 2008	Huntsville, Alabama

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

Offerors shall identify all proposed instructor personnel and provide resumes addressing the following: (1) Education/Professional Qualifications and/or Certification. (2) work experience in the relevant subject areas, (3) teaching experience in the relevant subject areas, (4) Personality instrument. Documentation required for Education/Professional Qualifications include: Copies of diplomas, certificates, etc. Documentation required for work expertise include: nature of employment; identity of employer or customer; and dates. Documentation required for teaching experience include: title of course, one paragraph (no more than 50 words) describing course content, nature of audience, date and number of instructional hours. Teaching experience shall have involved instructing adult learners in work-related rather than an academic setting. A short course of instruction is considered to be 40 hours or less of instruction. Documentation required for Personality Instrument includes: Proof of certification.

The Offeror shall delineate in their proposal which instructor is the lead and which instructor is the assistant. Offeror shall not provide more than three instructors to evaluate (one lead instructor, one assistant instructor, and one backup instructor (if required). Offeror is not required to submit a backup instructor at this time, but if the offeror provides a back-up instructor, specify whether back-up will function as the lead or the assistant. If a quoter identifies more than 3 instructors, the agency will not evaluate any instructors listed past the third individual identified in the quotation.

The quoter shall submit **past performance** information on the submitted courses taught during the past three years: (1) contract number, type of contract, and description of work; (2) date of contract award; and (3) reference points of contact with relative position to the referenced contract, business address, business telephone number, business facsimile transmission number, and business electronic mail address (if applicable). The quoter shall submit accurate information. The Government shall make no effort to locate correct information in situations where incorrect telephone numbers, addresses, etc. are given.

The appropriate experience and qualifications are defined in the Statement of Work (Paragraph 3.0 and its sub-paragraphs). Resumes shall be submitted documenting the following preferred qualifications of the instructor staff:

FACTOR 1, EDUCATION/PROFESSIONAL QUALIFICATIONS AND/OR CERTIFICATION: (Para 3.3.1 of Statement of Work.

FACTOR 2, WORKING EXPERIENCE (Paragraph 3.3.2 of Statement of Work)

FACTOR 3, TEACHING EXPERIENCE (Paragraph 3.3.3 of Statement of Work)

FACTOR 4, PERSONALITY INSTRUMENT (Paragraph 3.3.4 of Statement of Work)

FACTOR 5, PAST PERFORMANCE (See paragraph above)

FACTOR 6, PRICE

Price will not be scored but will be evaluated and used in determining the most advantageous offer to the Government. The Government will perform an evaluation of price quoted to determine that all quoted items have been included in the stated price and will be reviewed for price reasonableness.

EVALUATION: Factors 1, 2, 3, and 4 are equal in importance. Factor 5 (Past Performance) is less important than Factors 1, 2, 3, and 4. Factor 6 is somewhat less important than the combination of Factors 1-5. Price shall be reasonable and fair.

- (b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the

Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Only one award will be made, and quoters must offer on all items in the Schedule to be acceptable.

(End of clause)

(End of Summary of Changes)